G R S [IX-5]

Previous references

8

1921

(mine)

File No 200-21

Serial Nos 122

Later references.

GENERAL AND REVENUE SECRETARIAT

Serial Nos 1

Part B for August —

SUBJECT

Lease of Sewage farm lands,
Mysore City

2	To	The President, City Municipal Council Mysore with the Mutchalika No L 13257/d 6-8-22 Sanctions the lease of the Sewage farm on Shrotriem tenure and approves of the Sagurali mutchalika

MS/215

WD 1888—GPB—16 826—23-7 21

7559

G R S 11] 1921

GENERAL AND REVENUE SECRETARIAT

(M)

NOTES

M File No 2

FILE HEADING

Lease of sewage farm lands, Mysore City

From

The President, Mysore City Municipality

No 145 Dated 14.6.22 Received 22-6-22

Diary No 7559	Inclos	Spare Copies	Serial No 1

BRIEF ABSTRACT OF LETTER

Requests sanction to the leasing of the sewage farm lands for betel vine cultivation and requests that the Govt Advocate may be requested to settle the form of the lease deed to be adopted

NOTES AND ORDERS

Sanction for onions the Survey corner and the River corner may be considered in the first instance

DS 24/6/22 ✓ (Revised) dcg 23/6/22

BM 24/6/22 If Please have an Engr's Estimate of the metchcoletta in the file

BM 26/6 dcg

NOTES—First Sheet

7559

G R S III 2]

WD 2175—GPB—100—2 6 22

General and Revenue Secretariat | File No 2 of 192

3) Send with a copy of the deed translated into English

05 29/6/22 29/6

4) Please put up a typed copy in half margin as slightly revised

dcg 4/7/22

5) Typed copy put up

AS 1/7/22 ✓ (Newsey) dcg 11/7/22

6) The proposal may be approved on approval, the Govt Advocate will be requested to suggest a form of lease deed embodying these Conditions proposed

✓ Dewan I agree 11/7 dcy

S OFFI

JUL 12 1922

3 0

21 JUL

Forwarded unofficially to the Govt-Advocate with Compliments in favour of suggesting a form of lease deed to be obtained from the lessees

Dcy 11/7/22 Newsec 4 (Richards) dcy

IV Nos 2 B 7559 3 Deed copy

25 JUL 1922 LEGAL SELF GOVT BRANCH

7

62621

G R S III 21

General and Revenue Secretariat | File No. 2 ಮ of 1921

Serial No

The draft sent by the President of the Mysore City Municipal Council appears to be quite suitable and is in proper form. No alterations appear to be necessary and the same may be adopted.

Having regard to the class of people who are likely to take up such plots for cultivation an agreement in Kannada is more suitable than one in English

H Shankaranarayana Rao
Govt advocate
26/7/22

27 JUL 1922

Draft approving may be put up

28/7/22

Draft issued
27/7/22
Issued
28/7/22

2 To the President, City Municipal Council, Mysore
No L 1325-26 8 8 22

Sanctioning the proposal received in G O 1 and also approving of the form of Muchalika to be taken from the lessees.

Note—Contn sheet

65 ⅄5

No 141 / Enc —

REVENUE & JUDICIAL 21 JUN 1922 L H

OFFICE OF THE PRESIDENT
CITY MUNICIPAL COUNCIL MYSORE
Dated 14th June 1922

MC 200-21—1

21 JUN 1922

FROM,

RAJASABHABHUSHANA DIWAN BAHADUR
C SRIKANTESVARA AIYAR B A, B L,
PRESIDENT, CITY MUNICIPAL COUNCIL,
MYSORE

To,

A.V Ramanathan, Esquire, B A,
Revenue Secretary to the Government of
His Highness the Maharaja of Mysore (In charge)
Bangalore

SIR,

I have the honour to forward herewith a copy of Resolution dated 2nd June 1922 of the City Municipal Council Mysore, in the matter of leasing out plots of land in the Municipal Sewage Farm on Shreya tenure for betel vine cultivation and to request that you may be so good as to obtain needful sanction of Government in the matter under Section 40 (2) of the Municipal Regulation

The terms of the lease approved by the Municipal Council are embodied in the enclosed draft mutchalika The Government Advocate may kindly be requested to settle the form of the lease deed to be adopted

Enclosed Translation of Resolution attached to the Letter

I have the honour to be,
Sir,
Your most obedient servant,
C Srikantesvara Aiyar
President

Proceedings of the 24th (Special) meeting of the City Municipal Council, Lyons, held in the Congregation Hall on Friday the 2nd June 1922 at 6.30 P.M.

Present.

Rajasabhabhooshanam Diwan Bahadur,

C. Srikantesvara Aiyar, B.A., B.L., President.

1. Edward Smith, Esq.,
2. V. Ramakrishnaiah, Esq.,
3. V. Viswanathaiah, Esq.,
4. Khan Sahib P. Pallaqi, Esq.,
5. V. Subramanya Mahalingam, Esq.,
6. Saheb Jaffer Saheb, Esq.,
7. Charles Marshall, Esq.,
8. [illegible] Esq.,
9. Sayid Abdul Aziz Sahib, Esq.,
10. M. Narayanamurti, Esq.,
11. Dr. J.S. Dillon, L.M.S.,
12. M.E. Krishna Rao, Esq., D.Sc.,
13. Sattanna Siddappa, Esq.,
14. P.S. Arumuga Rao, Esq.,
15. V.L. Ghagil Rao, Esq.,
16. T. Mangesh Rao, Esq.,

Absent.

1. R. Ramaswamiya, Esq., B.A., B.L., Vice-Chairman
2. S.P. Rajagopalachari, Esq., Secy., Esq.,
3. Rev. Father Leopoldo,
4. M. Indraya, Esq.,
5. Seshachalam, Esq.,
6. Dharmapalarao D. Ramaiah, Esq.,
7. George V. Edmonds, Esq.,
8. S. Setlur, Esq.,
9. Sipya Sultan Ali Khan, Esq.,
10. M.L. Varadaiah, Esq.,
11. Rekhavendrachar Ambia Ananda Reddi, Esq.,
12. B. Venkatapathy, Esq.,
13. Lieut. E.S Edwards, B.A.,

x x x

III. Consideration of the subject of leasing out plots of land in Sewage Farm on Shreya tenure for betel vine cultivation.

Resolved that the plots be leased out as per terms approved and that the Lease Deed be got settled by the Government Advocate.

x x x

Sd/- C. Srikantesvara Aiyar,
President.

" COPY"

President

[R S VI G 34]

SUBJECT

Diary No of letter replied to 7559

Section

File No

Serial No 2

General and Revenue Secretariat

( )

, the *192*

Proceedings of the Government of His Highness the Maharaja of Mysore

Date of issue 5/8/22

Signed by

Read—

Letter No 115 of 1922 from the Private Secretary to My Minister regarding Sanction to the leasing of 4 of kharab land in the Amrit Gowrya Farm on Shivaganga Tumkur for 5 years with water and submitting form of the memorandum proposed to be taken from the lessees

Order Thereon No L 1325 enclosure

Sanctioned

2 The form of the memorandum as approved by Government

May this be

i Printed ?

ii treated as a standing order ?

iii published in the Gazette English Part ?

iv translated ?

v placed at the disposal of the press ?

vi published in the Gazette Kannada Part ?

203 2/8/22

The Rev Sec I

A/C WS 2/8/22

The Private Secretary, Mysore with the memorandum from

List of enclosures.

Copied by

Examined by

Sagavale Mutchaleka

No. 7

To The President
City Municipal Council
Mysore

day of 1922

I Son of
aged of Caste, living
by and residing in the Village of
do execute this Sagavale Mutchaleka,
for the rebel-vine gardens, the terms
of which are as follows

I have this day taken
a plot of land
60' x 60' in the Municipal
Sewage Farm for cultivation for a period of ten
years subject to the following
Conditions.

Conditions

The municipality have agreed to extend the lease either to me or to my heirs after the termination of the lease period, provided I ~~Cultivate~~ the plot or plots are properly cultivated and also ~~reap up the municipal~~ Cocoanut and areca ~~trees~~ palms planted thereon on behalf of the Municipality are properly looked after

2 I hereby agree not to grow more than one hundred and fifty ~~numbers~~ of betel-vine ~~creepers~~ in the plots in each of the plots taken by me for lease

3 I agree ~~that I shall~~ to pay the rental per plot of land referred to above as follows

1st year	One Rupees
2nd "	Two Rupees
3rd "	Three Rupees
4th year and onwards	Four Rupees per year

I agree to pay the rental in two instalments before the end of June every year namely one in December and another in May

failing which the municipality will be at full liberty to ~~Confiscate~~ resume the plot irrespective of the duration of the lease

4 I agree that I shall cultivate and rear up properly the Cocoanut and areca palms that are specifically entrusted to me ~~in addition~~ along with any to the beteh vine Cultivation

5 The municipality is at liberty to resume the plot without giving any Compensation to me in Case I should neglect the plot / for over two months without having properly Cultivated the ~~same~~

6 I agree not to put up any hut or building on the plot without the permission of the municipality And even if a hut is put up with permission I shall not use it for dwelling purposes and shall have it removed free of Cost the moment it is ordered that hut should be removed, failing which the municipality are at liberty to have the hut removed

and recover the ~~expenses~~ cost thereof from me.

7 The right to cultivate the plot given to me can only be exercised by me alone. I have no right to sublet this privilege to others nor shall the Municipality have the power to resume the plot irrespective of the lease period, should it be found that I have ~~done so~~ failed in the proceeds of which are to be credited to the Municipality alone. I am entitled to the coconut and areca palms in the plot when they begin to yield but the soil of the plot shall belong to the Municipality only and I shall have no right whatever to cut the same.

8 I agree to utilise only the sullage sewage water after it has served to water the crops in the farm on behalf of the Municipality for the purpose of cultivating my betelvine.

10 If at any time, during the

currency of the lease granted to me, the municipality desire to resume the plot for any public purpose, they may do so after paying a compensation of at the rate of four annas per square yard of building area in the plot as stipulated in the above and I shall have nothing more to demand

I shall not be entitled to demand more than what is due under the

TBG 2/6

BCG 2/7/26

Sagavali Mutchalika

The President,
City Municipal Council,
M y s o r e

day of 1922

I, , son of
aged
, of caste, living by .
and residing in the street ,
Mohalla executo this
lease deed (sagavali Mutchalikae) for
cultivating the betel-vine, the terms of
which are as follows.-

I have this day taken possession of a plot of land 60' x 60' in the Municipal Sewage Farm for cultivation for a period of ten years subject to the following conditions -

Conditions

The Municipality have agreed to extend the lease either to me or to my heirs after the termination of the lease period, provided the plot is / plots are properly cultivated and also coconut and areca palms planted therein on behalf of the Municipality are properly looked after

2 I agree not to grow more than one hundred and fifty cuttings of betel-vine in the plot/in each of the plots taken by me for lease

3 I agree to pay the rental per plot of land referred to above as follows -

First year	One Rupee
Second year	Two Rupees
Third year	Three Rupees
Fourth year and onwards	Four Rupees

per year to be paid in two instalments before the end of June every year namely one in December and, in June failing which the Municipality will be at full liberty to resume the plot/plots irrespective of the duration of the lease

4 I agree that I shall cultivate and rear up properly the cocoanut and areca palms that are specifically entrusted to me along with my betel-vine cultivation

5 The Municipality ~~is~~ shall be at liberty to resume the plot/plots without any compensation to me in case the plot is/plots are neglected for over two months without being properly cultivated

6 I agree not to put up any hut or building on the plot/plots without the previous permission of the Municipality and even if a hut is put up with permission it shall not be used for dwelling purposes and shall be removed free of cost the moment it is so ordered failing which the Municipality ~~are~~ shall be at liberty to have the hut removed and recover the cost from me

7 The right to cultivate the plot/plots given to me can be exerci[illegible] ~~case~~ same and there is no

right to sublet this lease to others Should I be found guilty of subletting the Municipality have the power to resume the plot/plots irrespective of the lease period

8 It is the Municipality alone that are entitled to the proceeds of the Cocoa-nut and areca palms in the plot/plots when they begin to yield and I shall have no right whatever to the same

9 I agree to utilise only the surplus sewage water for cultivating my betel-vine after the needs of the crops in the Farm on behalf of the Municipality have been duly met

10 If, at any time during the currency of the lease granted to me the Municipality resume the plot/plots for any public purpose, they may do so after paying a compensation of four annas per cutting of betel-vine reared in the plot/plots as stipulated in No. 2 above and I shall not be entitled to demand more

dcg 11/7/27

of 11/11/27